BRUHAT BANGALORE MAHANAGARA PALIKE

Providing cleaning & Security Services for Night Shelter Center, Animal Birth Control Center, Vidyaranyapura Outdoor Stadium and Samudhaya Bhavana at Ward No.02

TENDER DOCUMENT

**Office of the Executive Engineer, Project Division,
Yelahanka Zone, BBMP Office,
Bangalore.-560092.**

BRUHAT BANGALORE MAHANAGARA PALIKE

TENDERS FOR THE WORK OF

Providing cleaning & Security Services for Night Shelter Center, Animal Birth Control Center, Vidyaranyapura Outdoor Stadium and Samudhaya Bhavana at Ward No.02

TENDER REFERENCE : BBMP/EE/Proj/YEL/TEN/07/2023-24

dated: 20-10-2023

LAST DATE AND TIME FOR RECEIPT OF TENDERS : 02-11-2023 up to 16.00 hours

TIME AND DATE OF OPENING OF TENDERS : 03-11-2023 at 16.30 hours

PLACE OF OPENING OF TENDERS : Through online E-procurement

ADDRESS FOR COMMUNICATION : Office of the
Executive Engineer,
Project Division, Yelahanka Zone,
BBMP Office, Bangalore.-560092.

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	4
3.	FORM OF TENDER AND QUALIFICATION INFORMATION	12
4.	CONDITIONS OF CONTRACT (CC)	18
5	CONTRACT DATA	28
6	SPECIFICATIONS	30
7	DRAWINGS	31
8.	BILL OF QUANTITIES	32
9.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	33

BRUHAT BANGALORE MAHANAGARA PALIKE

No. BBMP/YNK/EE (P)/TEND/07/2023-24 Office of the Executive Engineer,
Projects Division, Yelahanka Zone,
Bangalore-560092
Dated: 20/10/2023

NOTICE INVITING TENDER (NIT)
SHORT TERM TENDER
(Through GOK e-Procurement Portal Only)

1. The Executive Engineer (Project Division), Yelahanka Zone BBMP invites tenders from eligible Manufactures/Suppliers registered in to any state Govt. Organization for the goods mentioned in the Table below. The tenderers may submit tenders for the goods given in the table through e-procurement portal of the Government of Karnataka (viz http:/KPPP.karnataka.gov.in). The tenderers are advised to note the minimum qualification criteria as per standard **Tender Document.**
2. Tender documents may be downloaded from the e-procurement portal of The Government of Karnataka**.**
3. Tenders must be accompanied by earnest money deposit specified for the goods in the Table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to valid for **180 days** beyond the validity of the tender. If the tenderer quotes less than the estimate cost, the Difference amount in form of DD payable in the favour of "The Commissioner, BBMP, Bangalore" should be scanned and furnished along with the technical document at the time of submitting bids and the same shall be submitted to this office on the date of submission of tender within 4.30 pm.
4. Other details can be seen in the tender documents.
5. Cost of Tender Form will be Non-refundable as per e-Procurement Portal.

Sl. No	Name of the projects	EMD (Rs.)	Amount put to Tender
1	Providing Security & Housekeeping Services for Govt offices in Byatarayanapura Assembly Constituency	Rs. 1.12 Lakhs	Rs. 55.98 Lakhs
2	Providing Security & Housekeeping Services for Govt offices in Yelahanka Assembly Constituency	Rs. 93,000/-	Rs. 46.74 Lakhs
3	Providing cleaning & Security Services for Night Shelter Center, Animal Birth Control Center, Vidyaranyapura Outdoor Stadium and Samudhaya Bhavana at Ward No.02	Rs. 93,000/-	Rs. 46.25 Lakhs
4	Providing cleaning & Security Services to Hoysala Stadium in Ward No.05 Yelahanka New Town	Rs. 91,000/-	Rs. 45.30 Lakhs

Time Schedule/Calendar of events:

1	Last date & time for Queries (only through online)	:	31/10/2023 upto 4.00 PM.
2	Last Date & Time for receipt of Tenders	:	02/11/2023 upto 4:00 PM.
3	Opening of Technical bid	:	On 03/11/2023 at 4:30 PM if possible next working day.
4	Opening of Financial bid	:	On 04/11/2023 at 4:00 PM if

			possible

Eligibility criteria:

1) Tenderer should submit the valid **GST** Registration Certificate
2) Tenderer should submit valid **PAN CARD** copy
3) Tenderer should submit acknowledgement of **INCOME TAX RETURN FILED** in the past 3 years(i.e.,, 2020-21, 2021-22 and 2022-23) by Income Tax Department
4) Tender should submit the minimum **AVERAGE TURNOVER CERTIFICATE** of for past 3 years, (i.e.,, 2020-21, 2021-22 and 2022-23) Issued By Chartered Accountant or Commercial Tax Department
5) Tender should submit **EXPERIENCE CERTIFICATE OR WORKDONE CERTIFICATE** for similar nature of works not less 50% put to tender in past 3 years(i.e.,, 2020-21, 2021-22 and 2022-23) issued by any Government Departments

FINANCIAL BID

The financial bid should contain only the price bid.

TERMS AND CONDITIONS

- No joint venture / Consortia are permissible.
- The successful tenderer will have to execute an agreement with BBMP within seven days of receipt of intimation, failing which his tender will be rejected forfeiting the EMD.
- Bruhat Bangalore Mahanagara Palike reserves the right to accept/reject any or all the tenders without assigning any reasons.
- Any other details regarding the works and other information can be obtained from the above office during office hours

GENERAL INFORMATION:-

1. Tenders must be submitted online through e-procurement portal and the opening of tenders will be as per the e-procurement portal guidelines.
2. Aspiring bidders/contractors who have not registered in e-procurement should register before participating through the website https:/eproc.karnataka.gov.in
3. Before submission of online bids bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
4. All the required information required for Bids must be filled and submit online.
5. The bidder should submit DD or BG for Difference amount at the time of submission of Tender.
6. For details, registration and e-payment visit GOK e-procurement website **https:/eproc.karnataka.gov.in or contact e-procurement Helpdesk at 080-23010900 / 23010901.**
7. This tender notice can also be seen on the BBMP website www.bbmponline.org

Sd/-
Executive Engineer,
Project Division, Yelahanka Zone,
Bruhat Bangalore Mahanagara Palike.

Copy Submitted to:-

1. The Worshipful Mayor/Deputy Mayor for kind information.
2. The Chief Commissioner for kind information.
3. The Special Commissioner (Project) for kind information.
4. The Engineer-In-Chief for kind information.
5. The Joint Commissioner (Yelahanka Zone) for kind information.
6. The Chief Engineer (Yelahanka Zone) for kind information.
7. Public Relation Officer BBMP for information and to publish in two leading Newspapers in Kannada and English.

Executive Engineer,
Project Division, Yelahanka Zone,
Bruhat Bangalore Mahanagara
Palike.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	
1.	Scope of Tender	5
2.	Eligible Tenderers	5
3.	Qualification of Tenderer	5
B.	**Tender Documents**	
4.	Content of Tender documents	6
5.	Amendment of Tender documents	6
C.	**Preparation of Tenders**	
6.	Documents comprising the Tender	6
7.	Tender prices	6
8.	Tender validity	7
9.	Earnest money deposit	7
10.	Format and signing of Tender	7
D.	**Submission of Tenders**	
11	Sealing and marking of Tenders	8
12	Deadline for submission of Tenders	8
13	Late Tenders	8
14	Modification and Withdrawal of Tenders	8
E.	**Tender opening and evaluation**	
15.	Tender opening	8
16.	Process to be confidential	9
17.	Clarification of Tenders	9
18.	Examination of Tenders and determination of responsiveness	9
19.	Correction of errors	10
20.	Evaluation and comparison of Tenders	10
F.	**Award of contract**	
21.	Award criteria	10
22	Employer's right to accept any Tender and to reject any or all Tenders	10
23.	Notification of award and signing of Agreement	10
24.	Security deposit	11
25.	Corrupt or Fraudulent practices	11

A. General

1. Scope of Tender

1.1 The **Executive Engineer (Project Division Yelahanka Zone)** (Referred to as Employer in these documents) invites tenders from eligible tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka/BBMP, Further: The agency shall have valid registration with the following authority & proof of such registration shall be enclosed along with bid:- E.S.I Registration Certificate, E P.F Registration Certificate, Labour Department registration, GST registration certificate.

1.	Name and postal Address of the Bidder along with Contact Details.
2.	The bidder should submit the certificate of business in any city of India.
3.	The current registrations in the Labour, PF. ESI, GST organization, professional Tax & with any other authority as required under existing laws.
4.	As per Government notification number No. HD 170 SST (p) Bangalore dated 23rd July 2009 and Karnataka private security Agencies (Regulations) Rules 2008 the security Agency should Division) Bangalore (authority license certificate to be uploaded.
5.	Pan Card Copy.
6.	FSAI Registration Certificate.
7.	Trade Licence certificate.
8.	The Agency should have valued ISO Certification. (Enclose the certificate)
9.	Income Tax return filed by the Service Provider for the last three financial years in the Income Tax Department and the clearances received if any.
10.	Reports on the financial standing of the tenderer, such as Balance Sheet, profit and loss statements and auditor’s reports for the last three years
11.	Registration Certificate of Establishment Contract Labour Licence(From VI) issued from Labour Department for having more than 450 workers to be uploaded.
12.	ESI, EPF, GST & Professional Tax Paid Challans for the last financial years. i.e. 2020-21 to 2022-23
13.	Self-declared certification regarding not having been blacklisted.
14.	Should have satisfactorily completed at least 150 or more security guards deployed in any one year of last 3 financial years. i.e. 2020-21 to 2022-23
15.	Work performed as Prime Contractor on works of similar nature of service with Minimum 200 nos housekeeping labour during the last Three years
16.	The Agency should have valued Police Verification Certificate (Enclose the certificate before date of tender)
17.	Should have operated current account for last 3 years with or without OD

18.	The contractors during the last three years (Any one of the last 3 years) should have conducted financial activity for an amount of Rs. 5.00 Crore.
19.	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
20.	Original/notarized documents to be submitted for verification, verification date will be intimated.

2.2 **Tenders from Joint ventures are not acceptable.**
2.3 The Technically Qualified Agencies will be considering for financial bid.

3. Qualification of the Tenderer:

Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:
4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall comprise the following:
(a) The Tender (in the format indicated in Section 3).
(b) Earnest Money Deposit;
(c) Priced Bill of Quantities;
(d) Qualification Information Form and Documents;
and any other materials required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 8 shall be filled in without exception.**

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). *Items for which no rate or price is entered by the Tenderer*

will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 **Tenders shall remain valid for a period of 180 days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, **Earnest Money Deposit (EMD) Rs.93,000.00** in the amount as mentioned in IFT for this particular Work This Earnest Money Deposit shall be paid in the e –Procurement Portal only using any of the following Modes.

- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer’s Bank Account to GOK’s Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer’s Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer’s Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e–Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e–Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 **The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.**

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 **The Earnest Money Deposit may be forfeited:**

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

10. Format and signing of Tender

10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these *Instructions to Tenderers*, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the original shall prevail.

10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

11. Sealing and marking of tenders

11.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (www.eproc.karnataka.gov.in). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

11.2 No Physical Documents shall be considered. Further, the Tenderer shall submit a Hard Copy of the Technical Bid already submitted through e – Procurement within 2 days of Tender Submission through e – Procurement to the Office of the Executive Engineer(Project Central -4), N R square Bangalore-560 002

12. Deadline for Submission of the Tenders

12.1 **Tenders must be received by the Employer at the Website Address specified above no later than up to 02-11-2023 16.00 hrs**. .

12.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

13. Late Tenders

13.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the e – Procurement

14. Modification and Withdrawal of Tenders

14.1 Tenderers may modify or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.

14.2 Tenderers may withdraw their Tenders by canceling his Bid on the Website only before the Deadline prescribed in Clause 16.

14.3 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

14.4 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 9.

14.5 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

E. Tender opening and evaluation

15. Tender opening

15.1 The Employer will open all the Tenders received (except those received late), including modifications made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at hours on the date and the place specified in Clause 12. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail.

15.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13. Tenders [and modifications] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

17. Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.

17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's

obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
(b) where there is a discrepancy between the unit rate and the line item total resulting from
multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
(a) making any correction for errors pursuant to Clause 19; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in

- Bank Guarantee in favour of Exe. Engineer (Project Division, Yelahanka Zone), BBMP, Yelahanka, Bangalore-92

24.2 -Deleted-.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

25.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK/BBMP contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

Agreement Form

Agreement

This agreement, made the ..... day of .....20....., between.....*[name and address of Employer]* (hereinafter called "the Employer") of the one part and ....*[name and address of contractor]* (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute ....*[name and identification number of Contract]* (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees .....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Bill of Quantities; and
   viii) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of ……
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said ……

in the presence of:
Binding Signature of Employer
……

Binding Signature of Contractor ……

SECTION 4:
CONDITIONS OF CONTRACT

Table of Contents

A.	**General**	**Page No.**
	1. Definitions	19
	2. Interpretation	19
	3. Law governing contract	20
	4. Employers decisions	20
	5. Delegation	20
	6. Communications	20
	7. Subcontracting	20
	8. Other Contractors	20
	9. Personnel	20
	10. Employer's and Contractor's risks	20
	11. Employer's risks	20
	12 Contractor's risks	21
	13 Query about Contract Data	21
	14 Contractor to construct the Works	21
	15. The Works to be completed by Intended Completion Date	21
	16. Safety	21
	17. Discoveries	21
	18. Possession of the Site	21
	19. Access to the Site	21

20. Instructions 21

B. Time Control

21. Program 21
22. Extension of the Intended Completion Date 22
23. Delays ordered by the Employer 22
24. Management meetings 22

C. Quality Control

25. Identifying defects 22
26. Tests 22
27. Correction of defects 22
28 Uncorrected defects 22

D. Cost Control

29 Bill of Quantities (BOQ) 23
30 Variations 23
31. Payment for Variations 23
32. Submission of bills for payment 24
33 Payments 24
34. Compensation events 24
35. Tax 24
36. Liquidated damages 25
37. Cost of repairs 25

E Finishing of Contract

38. Completion 25
39. Taking Over 25
40. Final account 25
41. As built drawings 25
42. Termination 25
43 Payment upon termination 26
44. Property 26
45. Release from performance 26

F Special Conditions of Contract 27

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works. **(DELETED)**
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function **(DELETED)**
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings (NOT APPLICABLE)
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 **Deleted**
21.2 **Deleted**.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 **DELETED**

26. Tests

26.1 **DELETED**

27. Correction of defects

27.1 **DELETED**

27.2 **DELETED**.

28. Uncorrected defects

28.1 **DELETED**

D. Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Execute additional items of work of any kind necessary for the completion of the works; and
(e) Change in any specified sequence, methods or timing of service of any part of the work.

30.2 The Contractor shall be bound to carry out the services in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ.

30.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates/service charge quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Market Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31,3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Agency shall submit to the Employer monthly bills of the value of the work completed .

32.2 The Employer shall check the Contractor's bill and determine the value of the Service/Materials which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

32.4 Payment of ESI & EPF: The Tenderer will have to enclose the proof / copies of the challans / returns showing payment of statutory deductions like EPF, ESI contributions for the previous month along with monthly bills.

32.5 **Payment of Service Tax**: The Tenderer will have to enclose the proof / copy of the challan / returns showing payment of Service Tax to the Government for the previous month along with monthly bills.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of repairs

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's

account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 **DELETED**

41.2 **DELETED**

42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. **Labour :**

   The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

   The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. **Compliance with labour regulations** :
   During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.
   The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3 **Protection of Environment:**
   The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. In the case of the death of a Contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered Contractor and willing can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

5) Sweeping & Swabbing of floors daily to IPP & Townhall building. This task shall be completed at 9.00 am on every working day of the offices ensuring through cleanliness

6) Through cleaning of all toilets of the above buildings shall be done at every one interval on every working day of the office.

7) Removal of cobwebs, dusting and cleaning of doors and windows, furnitures shall be complete by 9.00 on every day.
8) Cleaning of Fans, Furniture, Fixtures, Telephones. Chejjas, once in a 15 days.
9) The terraces of all the building, chejjas, Canopies, plinth slab, staircases, entrance steeps & building premises should be cleaned periodically.
10) The Sanitary lines, blockage within the premises up to manholes should be cleaned with mechanical means or other conventional methods as & whenever blocked.
11) The housekeeping agencies should also monitor leakages in taps, flush tanks, water supply lines & other utility lines.
12) The Cleaning of sump tanks & over head tanks at every month is part of the scope of work. The agency should also maintain cleanliness of all terraces during rainy seasons for effectively working of Rain water harvesting system provided in the building. The agency should give regular feed back about good working rain water harvesting system.
13) On the monthly meeting days & other functions the housekeeping agency should take special care for maintaining cleanliness and also disinfecting of toilets of VVIP's & VIP's & Senior officers.
14) The air fresheners, naphthalene balls, room freshners, mosquito refalent liquid soap, hand towels, plastic mugs & related items shall be provided as per requirement.
15) All housekeeping staffs to be available or till the office working hours from 7 am to 6 pm or till the office working hours closes or as and when required.
16) Any other work allied to the above may also be entrusted from time to time for monitoring cleanings of the premises
17) The Housekeeping agency will be responsible for the maintenance of discipline by the personnel employed by them. In case, the person so deployed by the Contractor is found absent, the BBMP shall have the right to treat such person as 'absent' from duty and deduct the proportionate amount of such person from the bill.
18) The Contractor shall be absolutely responsible and liable for any or all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in their performance of the services required under the contract.
19) **Identification:** The agency shall provide laminated identification card with photograph along with the details of name, age, designation, firms name, etc., to the selected security personnel at his own cost.
20) MINIMUM WAGES: The Housekeeping agency shall provide a minimum consolidated payment as per Minimum wages Act in force and any other charges during the period of contract to its Housekeeping labours.
21) RESPONSIBILITY: The Agency shall be responsible for all the provisions regarding license, welfare and health, Procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under. For its noncompliance, the agency shall be responsible for penalties levied by the appropriate authority under various the Acts.
22) EMPLOYMENT: The Housekeeping staff deployed on duty at designated locations by the agency as per the contract agreement shall be in the employment of Housekeeping agency only and shall have no right to claim any employment in BBMP for whatsoever reason

23 BREACH OF TERMS AND CONTRACT

The following acts on the part of the Service provider will constitute breach of contract:

a. Failure to deploy the required number of employees within the prescribed time limit.

b. Failure to make/submit details/proof of payments, EPF, ESI and other statutory remittances in respect of any of the personnel deployed by the Service provider within the prescribed time limit.

c. Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or fee or any other amount either before their deployment or any time during their deployment in the Department.

d. Failure to submit the relevant documents/registers pertaining to the personnel deployed.

e. Deficiency in service, like not replacing the employees in place of absentees, under-performers, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by the Department.

24. It is open to the Department to initiate the following penal actions against the service provider on breach of any of the above terms:

a. At first instance to issue warning notice clearly narrating the incident of breach asking the Service provider to submit its explanation and the action the Service provider is proposing to avoid repetition of such incident.

b. This does not preclude the Department from recovery of the directly attributable losses on account of the actions of an employee of the Service provider from any available legal options including forfeiture of security deposit.

30. The successful Bidder/Service provider shall have an established office in Bangalore. The Service provider shall furnish the address of such office with particulars of telephone number and Email

SECTION 5: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:
Clause Reference

The Employer is :

Name: **The Commissioner** [1.1]

Address: **Bruhat Bangalore Mahanagara Palike**
N.R.Square, Bangalore - 560002

Name of authorized Representative: **Executive Engineer (Project Division, Yelahanka Zone)**
Bruhat Bangalore Mahanagara Palike
Bangalore-560 092

The name and identification number of the Contract is **No. BBMP/EE/Proj/YEL/TEN/07/2023-24** **Date: 20-10-2023**
Providing cleaning & Security Services for Night Shelter Center, Animal Birth Control Center, Vidyaranyapura Outdoor Stadium and Samudhaya Bhavana at Ward No.02

SECTION 6
SPECIFICATIONS

a) Sweeping & Swabbing of floors daily of all building. This task shall be completed at 8.00 am on every working day of the offices ensuring through cleanliness
b) Through cleaning of all toilets of the above buildings of BBMP shall be done at every one interval on every working day of the office.
c) The garbage shall be segregate at source as wet & dry and dumped at segregation point in a respective garbage bins, & this task shall be completed by 9.00 am on every working day.
d) Removal of cobwebs, dusting and cleaning of doors and windows, furniture's shall be complete by 9.00 am on every day.
e) Cleaning of Fans, Furniture, Fixtures, Telephones. Chejjas, once in a 15 days.
f) The terraces of all the building, chejjas, Canopies, plinth slab, staircases, entrance steeps & building premises should be cleaned periodically.
g) The Sanitary lines, blockage within the premises up to manholes should be cleaned with mechanical means or other conventional methods as & whenever blocked.
h) The housekeeping agencies should also monitor leakages in taps, flush tanks, water supply lines & other utility lines.
i) The Cleaning of sump tanks & over head tanks at every month is part of the scope of work. The agency should also maintain cleanliness of all terraces during rainy seasons

for effectively working of Rain water harvesting system provided in the building. The

agency should give regular feed back about good working rain water harvesting system.

j) On the monthly meeting days & other functions the housekeeping agency should take special

care for maintaining cleanliness and also disinfecting of toilets of VVIP's & VIP's & Senior officers.

k) The air fresheners, naphthalene balls, room freshners, mosquito refalent liquid soap, hand towels, plastic mugs & related items shall be provided as per requirement.

l) All housekeeping staffs to be available or till the office working hours from 7 am to 6 pm or till the office working hours closes or as and when required.

m) Any other work allied to the above may also be entrusted from time to time for monitoring cleanings of the premises

n) Speaking Knowledge of Kannada & Hindi

o) The Housekeeping agency will be responsible for the maintenance of discipline by the personnel employed by them. In case, the person so deployed by the Contractor is found absent, the BBMP shall have the right to treat such person as 'absent' from duty and deduct the proportionate amount of such person from the bill.

p) The Contractor shall be absolutely responsible and liable for any or all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in their performance of the services required under the contract.

q) Identification: The agency shall provide laminated identification card with photograph along with the details of name, age, designation, firms name, etc., to the selected security personnel at his own cost.

r) MINIMUM WAGES: The Housekeeping agency shall provide a minimum consolidated payment as per Minimum wages Act in force and any other charges during the period of contract to its Housekeeping labours.

s) **RESPONSIBILITY:** The Agency shall be responsible for all the provisions regarding license, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under. For its non-compliance, the agency shall be responsible for penalties levied by the appropriate authority under various the Acts.

t) **EMPLOYMENT:** The Housekeeping staff deployed on duty at designated locations by the agency as per the contract agreement shall be in the employment of Housekeeping agency only and shall have no right to claim any employment in BBMP for whatsoever reason.

SECTION 7: DRAWINGS

Not Applicable

Part - A
Technical Bid Document

Sl. No	Eligibility Criteria	Points	Remarks
1	Labour Registration Certificate issued for Human Resources	5	
2	Annual Turnover of Past 3 Years (2018-19 to 2020-21) of Rs. 94.00 Lakhs	20	
3	Work done certificate of similar nature of services with an minimum of Rs. 24.00 Lakhs of last 3years	40	
4	Workdone certificate with minimum quantity of Security Supervisior of 06 Nos, Security Guards of 90.00 Nos and Housekeeping of 48 Nos of last 3years	20	
5	ESI Registration Certificate with field returns	5	
6	EPF Registration Certificate with field returns	5	
7	GST Registration Certificate with field returns	5	
	Total	100.00	

Note:-

1. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents to be attested by **Notary officer** should be attached with bid.
2. Bidder should qualify with minimum of 75 points less than that bidder will be rejected.

Part – B
Financial Bid Documents

Name of the Work: **Providing cleaning & Security Services for Night Shelter Center, Animal Birth Control Center, Vidyaranyapura Outdoor Stadium and Samudhaya Bhavana at Ward No.02**

Tender Notification No: BBMP/EE/Proj/YEL/TEN/07/2023-24, Dt: 20-10-2023

BILL OF QUANTITIES (BOQ)

Sl no	Description	Unit	Qty / annum	Contractors to be Quoted		
				Monthly salary (as per labour department minimum wages act & Inclusive of all taxes and Service tax)		TOTAL
				In Figure	In words	
1	Providing Security Supervisor as per labour dept norms	No	12.00			
2	Providing Security Guards as per labour dept norms	No	180.00			
					TOTAL (A)	

Note:

(1) Bidder should quote total amount in e-portal which includes Labour charges and materials.

(2) Bidder should quote Labour Charges as per 2023-24 minimum wages act.

CONTRACTOR

Zone

EXECUTIVE ENGINEER
Project Division, Yelahanka

B.B.M.P

SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer, Project division
Bruhat Bangalore Mahanagara Palike
Yelahanka Zone, Bangalore - 560092

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* [1]_Rupees_____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]*[2] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[2]